

NBD Park Ridge Bank
One S. Northwest Highway
Park Ridge, Illinois 60068
Phone 708-518-7100

2-062A152



RECORDATION NO. 17319-C FILED 1025

February 24, 1992

MAR 2 - 1992 4 00 PM

INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Assignment of Lease #17319-A

Dear Mr. Secretary:

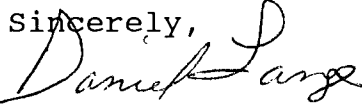
I have enclosed an original and one notarized copy of the Termination Statement described below, along with two copies of the original Assignment of Lease to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code. The original assignment was recorded on November 18, 1991 under recordation #17319-A.

The names and addresses of the parties to the documents are as follows:

Assignor/Lessor
National Railway Equipment Company
14400 S. Robey Street
Dixmoor, Illinois 60426

Assignee/Secured Party
NBD Park Ridge Bank
A State Banking Corporation
One South Northwest Highway
Park Ridge, Illinois 60068

A fee of \$16.00 is enclosed. Please return an original and any extra copies not needed by the Commission for recording to Daniel Lange at the above address for Assignee/Secured Party.

Sincerely,

Daniel A. Lange
Commercial Loan Officer

DAL:mk
Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

3/2/92

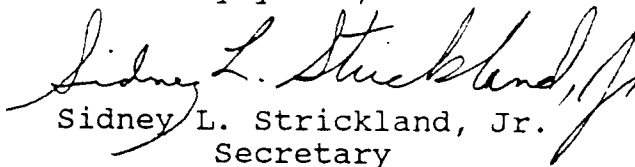
OFFICE OF THE SECRETARY

Daniel A. Lange
Commercial Loan Officer
NBD Park Ridge Bank
One S. Northwest Highway
Park Ridge, Illinois 60068

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/2/92 at 4:00PM, and assigned recordation number(s). 17319-C and 17446-C.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17319C

FILED 1423

INTERSTATE COMMERCE COMMISSION

No. 17319-A.

By: Daniel Lange 2/25/92
Daniel Lange, Coml. Loan Officer

County of Cook)

I, Michael Lee Sedore, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Daniel Lange is personally known to me to be the Commercial Loan Officer of NBD Park Ridge Bank and personally known to me to be the same person whose name is subscribed to the foregoing Termination Statement, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act.

FARMER, JOHN DA
 Notary Public, State of Oregon
 My Comm. Exp. 10/17/92



RECORDATION NO. 17319-0
 MAR 2 - 1992 - 1 00 PM

RECORDATION NO. 17319-A
 NOV 18 1991 - 2 50 PM

Assignment of Lease

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

For a valuable consideration, the receipt of which is acknowledged, the undersigned, ("Assignor") assigns to
 NBD Park Ridge Bank (Bank Name) of 1 South Northwest Highway, Park Ridge, IL (Bank Address)

("Assignee") and its successors and assigns, all of the right, title and interest of the Assignor in and to all rents due and to become due under the Lease described below, an executed copy of which is annexed to this assignment, and all moneys due and to become due in connection with the exercise by the Lessee of any option, to purchase the leased property. As security for payment of the rents, Assignor also grants to Assignee a security interest in the property described in the Lease, all Assignor's rights and remedies under the Lease and the right, either in Assignee's own behalf or in Assignor's name, to take all such proceedings, legal, equitable, or otherwise, that Assignor might take, but for this Assignment.

The lessee of the property described in the Lease is Arizona & California Railroad Company Limited Partnership (referred to in this Assignment together with any other parties primarily or secondarily liable as lessees under the Lease as "Lessee") and the Lease is dated 5/08/91. At the time of this assignment, the unpaid balance owing on the Lease is \$ 970,900.00.

For the purpose of inducing Assignee to purchase the Lease, Assignor makes the following representations and warranties: (1) the Lease, including all options to purchase the property described in it, consents by landlords or other persons, guarantees and notes, if any, (all of which documents are collectively called the "Lease" in this assignment) are bona fide and comply with all applicable laws and regulations, and were executed by the person or persons whose signature or signatures appears on them; (2) such person or persons were of legal age and competent to execute the Lease at the time of execution; (3) the property which is the subject of the Lease is truly and accurately described; (4) the Lease was executed in connection with the Lease to the Lessee of the property referred to in the Lease; (5) the property has been duly delivered by Assignor to and accepted by the Lessee; (6) the property is free from any and all liens and encumbrances, except the Lease interest pursuant to the Lease; (7) no payments have been made on account of the Lease except those cash payments indicated in it and the balance owing at the time of this assignment is as represented above; (8) the Lease is owned solely by the Assignor free from any lien or encumbrance; (9) to Assignor's knowledge, there are no offsets, counterclaims, or other defenses to the Lease; (10) Assignor has complied with all filing and recording requirements to perfect any security interest it may have in the leased property; and (11) Assignor has complied with and will continue to comply with and perform all obligations and duties of lessor pursuant to the Lease. Should any of these representations or warranties be false or should any claim of breach of warranty be made by the Lessee or its assigns, Assignor shall pay to Assignee, on demand, the full unpaid balance of the Lease, plus all costs and expenses incurred by Assignee in respect to it.

Assignor guarantees the payment when due of all sums payable under the Lease, including any expense and reasonable attorney's fees incurred in enforcing any rights against the Lessee or its assigns under the Lease. Assignor will pay, on demand, the entire unpaid balance of the Lease in the event of nonpayment by the Lessee of any monthly sum at its due date, or in the event of any other default by the Lessee, without first requiring Assignee to proceed against the Lessee. Assignee, its successors and assigns, may, without notice to Assignor, extend the time for payment under the Lease, waive the performance of such terms and conditions as it may see fit, and make any reasonable settlement under the Lease, without affecting or limiting the liability of Assignor as guarantor.

Assignor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the property and/or modify the terms of the Lease. Any and all moneys or payments that may be received by Assignor to which Assignee is entitled by reason of this assignment shall be received by Assignor as trustee for Assignee, and will be immediately delivered to Assignee without commingling with any other funds of Assignor. Assignor agrees that Assignee may audit its books and records relating to the Lease. If the property is sold or disposed of by Assignee pursuant to law, Assignor shall be liable for any deficiency and shall not be entitled to any surplus of such sale or disposition.

Assignee shall have none of the obligations of lessor under the Lease.

If Assignor makes an assignment for the benefit of creditors, or if any proceeding in bankruptcy, receivership or insolvency is instituted against Assignor or against any Lessee named in the Lease or against their property, this assignment shall be in default and the entire unpaid balance of the Lease shall immediately become due and payable to the Assignee by the Assignor. Notwithstanding anything to the contrary contained in this assignment, if the Assignee shall deem itself insecure at any time with respect to the Lease, the Assignee shall have the right in its sole discretion to demand immediate payment of the entire unpaid balance provided for in the Lease and upon such demand the Assignor will promptly make payment of such entire balance to the Assignee.

This Assignment shall be construed under the laws of the State of Illinois and none of the terms shall be modified except by a writing signed by an officer of Assignee. Notice of the acceptance of this Assignment is waived.

Date: August 9, 1991

Assignor: National Railway Equipment Co., Inc.

X By: Lawrence Beal
 Lawrence Beal (Title) President

Address 14400 S. Robey St.

Dixmoor, IL 60426

STATE OF ILLINOIS)

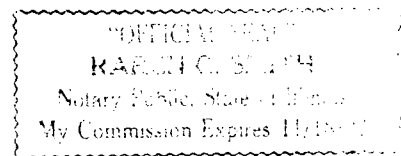
) SS.

COUNTY OF COOK)

I, Karen G. Smith, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Lawrence J. Beal is personally known to me to be the President of National Railway Equipment Co., Inc. and personally known to me to be the same person whose name is subscribed to the foregoing Assignment of Lease, appeared before me this day in person and acknowledged as such President, he signed and delivered said Assignment of Lease as President of said Corporation, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of August, 1991.

Karen G. Smith
(Notary Public)



My commission expires _____